

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 19 March 2003

Division: Growth Management

Bulk Item: Yes X No

Department: Marine Resources

AGENDA ITEM WORDING:

Approval of an amendment to the contract between Monroe County and Bermello, Ajamil, and Partners, Inc. to complete engineering work and permitting for six boat ramp projects.

ITEM BACKGROUND:

The Commission approved a contract with Bermello, Ajamil, and Partners to complete boat ramp engineering for six ramps throughout the County. The contract does not allow for partial payments for each task. This amendment will allow partial payments so that work completed to date can be billed and paid while we wait for permits for each ramp (required under the contract) to be approved by state and federal agencies. No additional funds are approved in this contract.

PREVIOUS RELEVANT BOCC ACTION:

December 18, 2002 – Approval of Bermello, Ajamil & Partners to complete project

April 17, 2003 – Approval of Bermello, Ajamil & Partners contract

CONTRACT/AGREEMENT CHANGES:

Amendment to allow partial payments on tasks.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$115,000

BUDGETED: Yes X No

COST TO COUNTY: \$81,250

SOURCE OF FUNDS: FBIP Grant & Fund 157 BIF Funds

REVENUE PRODUCING: Yes No X **AMOUNT Per Month** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM NO.: I 2

CONTRACT SUMMARY			
Contract with:	<u>Bermello,Ajamil</u>	Contract #	<u> </u>
		Effective Date:	<u>16 April 2003</u>
		Expiration Date:	<u>NA</u>
Contract Purpose/Description:			
<u>CONTRACT FOR BOAT RAMP ENGINEERING AND PERMITTING MONROE COUNTY, FLORIDA</u>			
Contract Manager:	<u>George Garrett</u>	<u>2507</u>	<u>Marine Resources / 11</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on	<u>5/19/04</u>	Agenda Deadline: <u>5/4/04</u>	

Total Dollar Value of Contract: \$ 115,000 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 157 62607 - - - - -
 Grant: \$ 33,750 125 - 02503 - 530490 - 900301 - SE
 County Match: \$ 81,250 - - - - -
 - - - - -

Estimated Ongoing Costs: \$NA/yr
(Not included in dollar value above)

For: NA
(eg. maintenance, utilities, janitorial, salaries, etc.)

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5/5/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	K. Myleen Conway	
Risk Management	5/4/04	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Bill Graham	5/4/04
O.M.B./Purchasing	05/03/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Alicia E. Appala	5/4/04
County Attorney	5/4/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Butler	5/4/04

Comments: Contract references exhibit C for insurance requirements but there is no exhibit C. The certificate of insurance that is attached is expired. R6
I signed off, but it would be preferable for the amendment to recite that all remaining provision of the original contract remain in full

CONTRACT FOR
FOR BOAT RAMP ENGINEERING AND PERMITTING,
MONROE COUNTY, FLORIDA
Amendment 1

THIS CONTRACT amendment is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and Bermello, Ajamil, and Partners, Inc., 2601 South Bayshore Drive, Miami, Florida 33133 hereafter CONSULTANT.

Section 1. Section 2 of the Contract is amended as follows:

Upon completion of any task or sub task, the CONSULTANT will provide these task deliverable documents or plans to the County and may invoice the County. Invoices may be provided for complete or partially complete tasks or subtasks as identified in Attachments A and B based on a percentage of task completion.

Section 2. The effective date of this Contract is May 19, 2004.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

Section I. IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
Attest:

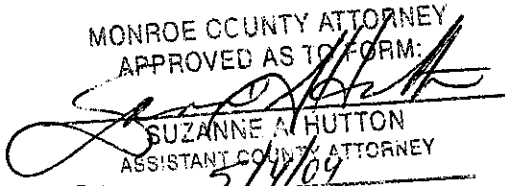
ORGANIZATION
ORGANIZATION
ORGANIZATION

By _____
Title _____

By _____
Title _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTORNEY'S OFFICE

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/14/09

CONTRACT FOR BOAT RAMP ENGINEERING AND PERMITTING
MONROE COUNTY, FLORIDA

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and Bermello, Ajamil, and Partners, Inc., 2601 South Bayshore Drive, Miami, Florida 33133 hereafter CONSULTANT.

Section 1. The CONSULTANT and the County, for the consideration named agree as follows:

1. CONSULTANT agrees to provide civil and structural engineering services, land surveying, geotechnical work, and environmental permits for six boat ramp projects in accordance with the attached Scope of Work (Attachement A) and Fee Schedule (Attachment B).
2. The following specific project conditions apply:
 - a. In order for the CONSULTANT to begin the design work, a boundary/topographic survey and geotechnical testing will be required.
 - b. All of the ramp designs listed above are for replacement/reconstruction of the existing boat ramps in their current

location. Any change of the ramps to a new location will require an addendum to this agreement for design and permitting.

- c. These tasks do not include construction administration (construction meetings, RFI responses, review of change orders, site construction inspections, final certifications, etc.), bidding assistance and contractor selection and will be treated as a separate contract or as an addendum to this agreement.
- d. The fees requested by the sub-consultants are based on performing all of the work for all of the facilities together and at one time. If the County wishes to do any of these services separately, this will require an addendum to the fees prepared by the sub-consultants.
- e. The CONSULTANT's fees are based on performing the deliverables together and at one time. If the County wishes to proceed with the design of these facilities separately, this will require an addendum to this agreement.
- f. Site visits to the facilities shall be limited to (2) and shall be performed together to reduce travel expenses. Additional site visits shall be billed as an additional expense.

- g. Meetings with Monroe County personnel at their offices shall be limited to (3) meetings. Additional meetings shall be billed as an additional expense.

Section 2. Upon completion of any task or sub task, the CONSULTANT will provide these task deliverable documents or plans to the County and may invoice the County. Invoices will only be accepted for completed tasks or subtasks as identified in Attachments A and B. Invoices for partially completed tasks, on a percent of completion basis, will not be accepted.

Section 3. Invoices provided to the County by the CONSULTANT will be reviewed by County within one week (7 work days) of receipt for completeness and to determine sufficiency of the work accomplished. If all task documents provided by the CONSULTANT in support of a given invoice are deemed sufficient by the County, the invoice will be processed for payment. Invoices deemed sufficient should be processed and paid within thirty days (30).

1. Task deliverable materials deemed insufficient by the County will be returned for additional information and or clarification within the Scope of Work. Invoices made in reliance on task deliverables deemed insufficient will be processed accordingly as any necessary clarifications are made.

Section 4. Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the County

terminates this Contract because of the CONSULTANT's failure to perform, then the County must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the County up to the date of the CONSULTANT's failure to perform but minus any damages the County suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the County as a result of the Contract termination. If the amount owed the CONSULTANT by the County is not enough to compensate the County, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the County up to the amount of the Contract price.

Section 5. The CONSULTANT acknowledges and agrees that public use of any or all reports or other printed materials, videos, audio recordings, films and photographs produced as part of this Project may not be restricted under the copyright laws of the United States of America.

Section 6. Records of the CONSULTANT's direct personnel payroll and other costs and expenses pertaining to the Project and records of the accounts between the County and the CONSULTANT must be kept on a generally recognized accounting basis and must be available to the County. The records also must be in form sufficient to permit a grant specific audit to be performed

in accordance with the rules of the Auditor General. The CONSULTANT must keep the records for five years following the completion of the Project.

Section 7. The CONSULTANT acknowledges that all records, data, and documents created as part of the Project are public records under Chapter 119, Florida Statutes. As a result, they must be made available at a reasonable place and time upon the request of a member of the public. Failure to do so is a breach of this Contract entitling the County to treat the Contract as terminated on the date of the violation of Chapter 119, Florida Statutes, with the County's obligation to pay extending only to work completed as of that date plus amounts previously retained, if any.

Section 8. In the course of carrying out the scope of work set out in Attachment A, the CONSULTANT may not discriminate against any employee because of race, age, creed, color, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action may include, but need not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The CONSULTANT must insert language similar to this Section in any of the

CONSULTANT's subcontracts, if any, funded through this Contract except for subcontracts for standard commercial supplies and raw materials.

Section 9. In carrying out the Scope of Work set out in Attachment A, the CONSULTANT must comply with the requirements of the Americans With Disabilities Act and federal regulations issued under that Act.

Section 10. The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 11. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONSULTANT under contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. The CONSULTANT agrees to maintain adequate insurance or equivalent as provided in Exhibit C.

Section 13. All communication between the parties should be through the following individuals or their designees:

Monroe County
George Garrett, Director
Department of Marine Resources
2798 Overseas Highway,
Suite 420
Marathon, FL 33050

Consultant
Mark Spanioli
Bermello, Ajamil, & Partners, Inc
2601 South Bayshore Drive
Miami, Florida 33133

Elizabeth

Section 14. The effective date of this Contract is upon signature of all parties.

Section 15. The termination date of this Contract shall be one year from its effective date.

Section I. IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Daniel C. DeSantis*
Deputy Clerk

By *Heidi M. Spohr*
Mayor/Chairman

(SEAL)

Attest:



Natasha M. Vidal
My Commission CC840594
Expires June 8, 2003

By *Natasha M. Vidal*
Title Notary Public

BERMELLO, AJAMIL, & PARTNERS, Inc
MARK SPANIOLI, P.E.

By *Mark Spanoli* 4/3/03
Title VICE PRESIDENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
ATTORNEY'S OFFICE

EXHIBIT A

Scope of Services

I. Description of Projects

A. Cardsound Road (Monroe County) Facility

Task #1A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp, return walls and seawalls for this facility. The design will include planning, design and structural permitting and will meet current industry standards. Under this task, new tie-off areas will be incorporated as part of the ramp endwall design. This task does not include the design and permitting of any type of boat dock, but does include the planning layout of a potential future boat dock/kayak launching station.

Task #1B-Upland Engineering Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans required for the reconstruction of the parking areas for this facility. The design will include all of the planning, design, calculations and permitting necessary for the reconstruction of the parking area including paving, grading, drainage, signage and striping. Our design will include the location of all new signage, but site specific and/or specialized non MUTCD (Manual of Uniform Traffic Control Devices) sign design will need to be designed and furnished by Monroe County.

B. Sunset Point Park (Monroe County) Facility

Task #2A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp and the design of a new kayak station for this facility. The design will include planning, design and structural permitting and will meet current industry standards. Under this task, new tie-off areas will be incorporated as part of the ramp endwall design. This task does not include the design and permitting of any type of boat dock or reconstructed seawall.

Task #2B-Upland Engineering Design and Permitting:

No upland engineering design and permitting is included.

C. MM 54 (FDOT) Facility

Task #3A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp and return walls for this facility. The design will include planning, design and structural permitting and will meet current industry standards. Under this task, new tie-off areas will be incorporated as part of the ramp endwall design. This task does not include the design and permitting of any type of boat dock or reconstructed seawall.

Task #3B-Upland Engineering Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans required for the resurfacing of the parking areas for this facility. The design will include all of the planning, design, calculations and permitting necessary for the resurfacing of the parking area including paving, signage and striping. Our design will include the location of all new signage, but site specific and/or specialized non MUTCD (Manual of Uniform Traffic Control Devices) sign design will need to be designed and furnished by Monroe County.

D. 33rd Street (City of Marathon) Facility

Task #4A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp, return walls and seawalls for this facility. The design will include planning, design and structural permitting and will meet current industry standards. In addition, repair or replacement design of the existing concrete dock will be provided under this task. This task does not include the design and permitting of any type of new additional boat dock.

Task #4B-Upland Engineering Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans required for the resurfacing of the parking areas for this facility. The design will include all of the planning, design, calculations and permitting necessary for the resurfacing and repair of the parking area including paving, signage and striping. Our design will include the location of all new signage, but site specific and/or specialized non MUTCD (Manual of Uniform Traffic Control Devices) sign design will need to be designed and furnished by Monroe County.

E. Little Duck Key (FDOT) Facility

Task #5A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp for this facility. The design will include planning, design and permitting and will meet current industry standards. Under this task, new tie-off areas will be incorporated as part of the ramp endwall and pier design. This task does not include the design and structural permitting of any type of new additional boat dock or reconstructed seawall.

Task #5B-Upland Engineering Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans required for the resurfacing of the parking areas for this facility. The design will include all of the planning, design, calculations and permitting necessary for the resurfacing of the parking area including paving, signage and striping. Our design will include the location of all new signage, but site specific and/or specialized non MUTCD (Manual of Uniform Traffic Control Devices) sign design will need to be designed and furnished by Monroe County.

F. Spanish Harbor (FDOT) Facility

Task #6A-Structural Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans and calculations required for the reconstruction of the boat ramp and return walls for this facility. The design will include planning, design and structural permitting and will meet current industry standards. Under this task, new tie-off areas will be incorporated as part of the ramp endwall design. This task does not include the design and permitting of any type of boat dock or reconstructed seawall.

Task #6B-Upland Engineering Design and Permitting:

Under this task, Bermello-Ajamil & Partners, Inc. will prepare the design plans required for the resurfacing of the parking areas for this facility. The design will include all of the planning, design, calculations and permitting necessary for the resurfacing of the parking area including paving, signage and striping. Our design will include the location of all new signage, but site specific and/or specialized non MUTCD (Manual of Uniform Traffic Control Devices) sign design will need to be designed and furnished by Monroe County.

Please note that all of the above tasks will be performed in accordance with all applicable local, county, state, and federal government standards and requirements, including the criteria of the Florida Fish and Wildlife Conservation Commission

G. Environmental Permitting for all Facilities

Task #7-Environmental Inspection and Permitting for all Facilities

Under this task, Bermello-Ajamil & Partners, Inc. will provide all the environmental services necessary to obtain the applicable environmental permits for the reconstruction of the boat ramps and seawalls for the facilities. This will include initial inspections and meetings with agency personnel for the purpose of obtaining the applicable permits. The environmental permitting is limited to reconstruction / replacement of the existing facilities and does not include permitting of any new additional structures that extend in to the waterways.

H. Sub-Consultants

Surveying for all Facilities:

Under this task, Bermello-Ajamil & Partners, Inc. will sub-contract the services of Ford, Armenteros & Manucy (FAM). FAM will prepare site-specific surveys for each site including specific surveying information required by the design team. The surveys do not include ownership/title search information and if so required will be billed as an additional expense.

Geotechnical Engineering for all Facilities:

Under this task, Bermello-Ajamil & Partners, Inc. will sub-contract the services of HR Engineering Services, Inc. (HR) in accordance with our original RFP response to the County. HR will prepare geotechnical-testing services for each site including specific geotechnical information required by the design team.

II. Deliverables

Bermello-Ajamil & Partners, Inc. will prepare the project in the following phases:

Data Collection and Schematic Development:

In accordance with our "Description of Projects", this phase includes background research, data collection and schematic design. We will provide the County with preliminary design drawings at the end of this phase for review and approval prior to the start of the subsequent phases.

Design Development and Construction Documents:

In accordance with our "Description of Projects", this phase includes continuing with the County approved schematic plans and preparing a 50% design submittal for review and approval followed by a final set of 100% construction documents to be submitted to the County ready for bidding and construction.

III. Conditions

1. In order for us to begin the design work, a boundary/topographic survey and geotechnical testing will be required.
2. All of the ramp designs listed above are for replacement/reconstruction of the existing boat ramps in their current location. Any change of the ramps to a new location will require an addendum to this agreement for design and permitting.
3. These tasks do not include construction administration (construction meetings, RFI responses, review of change orders, site construction inspections, final certifications, etc.), bidding assistance and contractor selection and will be treated as a separate contract or as an addendum to this agreement.
4. The fees requested by the sub-consultants are based on performing all of the work for all of the facilities together and at one time. If the County wishes to do any of these services separately, this will require an addendum to the fees prepared by the sub-consultants.
5. B&A's fees are based on performing the deliverables together and at one time. If the County wishes to proceed with the design of these facilities separately, this will require an addendum to this agreement.
6. Site visits to the facilities shall be limited to (2) and shall be performed together to reduce travel expenses. Additional site visits shall be billed as an additional expense.
7. Meetings with Monroe County personnel at their offices shall be limited to (3) meetings. Additional meetings shall be billed as an additional expense.

EXHIBIT B

Fee Schedule

Fee Schedule

A. Cardsound Road (Monroe County) Facility

Task #1A: \$ 11,000.00
Task #1B: \$ 5,500.00

B. Sunset Point Park (Monroe County) Facility

Task #2A: \$ 10,000.00
Task #2B: \$ 0.00

C. MM 54 (FDOT) Facility

Task #3A: \$ 7,000.00
Task #3B: \$ 2,500.00

D. 33rd Street (City of Marathon) Facility

Task #4A: \$ 12,000.00
Task #4B: \$ 3,500.00

E. Little Duck Key (FDOT) Facility

Task #5A: \$ 7,000.00
Task #5B: \$ 2,500.00

F. Spanish Harbor (FDOT) Facility

Task #6A: \$ 7,000.00
Task #6B: \$ 2,500.00

G. Environmental Inspection and Permitting for all Facilities

Task : \$ 9,500.00

H(a). Surveying for all Facilities

Fee: \$ 20,000.00

H(b). Geotechnical for all Facilities

Fee: \$ 15,000.00

Total of all Fees: \$115,000.00

EXHIBIT C

Insurance Requirements

Client#: 31137

191BERMEAJA

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/03/03
INSURER SGP Commercial Insurance Summit Global Partners of FL PO Box 811088 Boca Raton, FL 33481-1088		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Bormello, Ajamii & Partners 2601 South Bayshore Drive Suite 1000 Miami, FL 33133		
INSURERS AFFORDING COVERAGE		
INSURER A: Hartford Fire Insurance Co.		
INSURER B: Twin City Fire Ins. Co.		
INSURER C: Greenwich Ins. Company		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: POLICY PRO LIMIT COC	21UUNUU5128	09/19/02	09/19/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$2,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21UUNUU5128	09/19/02	09/19/03	COVERED SING. ELIM \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per acc. occ.) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
GARAGE LIABILITY ANY AUTO EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				TWO STATE TORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 Per. Occ. \$1,000,000 Gen. Aggr. \$2,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WBGE7597	09/19/02	09/19/03	Per. Occ. \$1,000,000 Gen. Aggr. \$2,000,000
C OTHER Architects Professional Liability	PEC0012695	09/19/02	09/19/03	Per. Occ. \$1,000,000 Gen. Aggr. \$2,000,000

CERTIFICATE HOLDER

This certificate replaces and supersedes any previous Certificate issued to you by Summit Global Partners of Florida on behalf of the insured named above.

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Professional Liability coverage is Claims-Made, Excess of \$25,000 Deductible each claim.

Retroactive Date: 09/19/1939.

RE: Contract for Boat Ramp Project

Monroe County Board of County Commissioners are named as additional insured in respects to General Liability only.

CERTIFICATE HOLDER Growth Management Division 2798 Overseas Highway, Suite 400 Marathon, FL 33050	ADDITIONAL INSURED: INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Ronald Qualley</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL2

**ENGINEERS ERRORS AND OMISSIONS
LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract involves the furnishing of engineering services, the Contractor shall purchase and maintain, throughout the life of the contract, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of the Project.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

EO2

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
05/06/03

PRODUCER

SGP Commercial Insurance
Summit Global Partners of FL
PO Box 811088
Boca Raton, FL 33481-1088

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Bermello, Ajamil & Partners
2601 South Bayshore Drive
Suite 1000
Miami, FL 33133

INSURER A: Hartford Fire Insurance Co.

INSURER B: Twin City Fire Ins. Co.

INSURER C: Greenwich Ins. Company

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21UUNUU5128	09/19/02	09/19/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21UUNUU5128	09/19/02	09/19/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WBGE7597	09/19/02	09/19/03	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Architects Professional Liability	PEC0012695	09/19/02	09/19/03	Per. Occ. \$1,000,000 Gen. Aggr. \$2,000,000

APPROVED BY RISK MANAGEMENT
BY M. S. [Signature]
DATE 5/8/03
WAIVER WIP ☒ YES

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Professional Liability coverage is Claims-Made, Excess of \$25,000 Deductible each claim.

Retroactive Date: 09/19/1939.

RE: Contract for Boat Ramp Project

Monroe County Board of County Commissioners are named as additional
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Monroe County Board of
County Commissioners
2798 Overseas Highway, Suite 400
Marathon, FL 33050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Monroe County Board of Commissioners